

OKL
8/3/11

MEMORANDUM OF UNDERSTANDING
between the
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH
and the
MASSACHUSETTS ORGANIZATION OF SCIENTISTS AND ENGINEERS
UNIT 9

Cash Retirement Incentive & Voluntary Layoff Incentive

The Commonwealth of Massachusetts, through its Human Resources Division (HRD), and the Massachusetts Organization of Scientists and Engineers (MOSES) are parties to a collective bargaining agreement for Unit 9 which contains provisions for involuntary reductions in force.

In order to mitigate the need for such involuntary reductions, the parties agree to the following initiatives:

Cash Retirement Incentive

In order to clarify the intent of the parties, it is agreed that the provisions of Article 18 do not preclude an Appointing Authority from granting to an employee who files for retirement with the State Retirement Board on or before August 11, 2011 and who retires on or before September 30, 2011 a voluntary retirement incentive of \$10,000.00. Those employees who are less than full time, but are at least half time, will receive a pro-rated payment.

If an employee is subsequently rehired by an Executive Branch department/agency in any capacity within one (1) year of the effective date of his/her retirement, he/she must repay 100% of their incentive payment amount to the Appointing Authority/Commonwealth upon rehire.

The parties understand that the Appointing Authority shall retain final authority to approve or deny a request for this voluntary retirement incentive.

The terms of the cash retirement incentive program shall expire on September 30, 2011.

Voluntary Layoff Incentive

It is agreed that the provisions of Article 18 do not preclude an employee from requesting, and the Appointing Authority from granting, a voluntary layoff regardless of the employee's seniority in the department. It is understood that this option of voluntary layoff shall include payment of all accrued vacation and compensatory time as of the date of voluntary layoff. In addition, the employee may be entitled to receive a one-time payment of five thousand dollars (\$5,000.00) upon his/her termination of employment.

Those employees who are less than full time, but are at least half time, will receive a pro-rated payment. Requests for voluntary layoffs must be submitted on or before August 11, 2011 and will be effective on or before September 30, 2011.

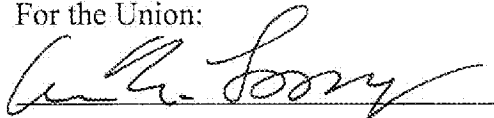
If an employee is subsequently rehired by an Executive Branch department/agency within one (1) year of the effective date of his/her voluntary layoff, he/she must repay 100% of their incentive payment amount to the Commonwealth at the time they are rehired or reemployed. In accordance with the provisions of Article 18, recall rights will remain in effect for two (2) years. However, employees who refuse an offer of recall during the twelve (12) month period following their voluntary layoff, and during which they are subject to the repayment provisions of this agreement, will not forfeit their recall rights as a result of such refusal.

All voluntary layoff requests must be accompanied by a waiver of appeal of the selection for layoff, and any rights to bump in any forum, on a form provided by the Employer. The waiver must be signed by the employee and union representative.

The parties understand that the Appointing Authority shall retain final authority to approve or deny a request for voluntary layoff.

The terms of the voluntary layoff incentive program shall expire on September 30, 2011.

For the Union:



For the Commonwealth:

Date: 8/3/11

Date: _____

AKL
8/3/11

VOLUNTARY LAYOFF INCENTIVE REQUEST AND WAIVER FORM

I, _____ request to participate in the Voluntary Layoff
(Print Name)

Incentive Program. It is understood that the option of voluntary layoff will result in payment for all accrued vacation and compensatory time and will provide for a one-time payment of _____ dollars less normal deductions, upon separation of employment. I also understand that if I am less than full time, but at least half time, I will receive a prorated one-time payment. I understand that my last day of work will be on or before _____. If granted this voluntary layoff incentive, I agree to the following:

- I wish to volunteer to be selected for layoff and I am aware of and hereby waive any and all rights to appeal my selection for layoff and rights to bumping to any forum.
- My name will be placed on the recall /reinstatement list in accordance with my Collective Bargaining Agreement and/or Civil Service laws. However, if I return to employment within an Executive Branch agency within one (1) year of the effective date of my voluntary layoff, I will repay 100% of any incentive amount to the Commonwealth. If I refuse an offer of recall during the twelve (12) month period following my voluntary layoff, during which I am subject to the repayment provisions, I will not forfeit my recall rights.

Employee Signature

Date

I am an authorized representative of the _____,
which is the certified bargaining representative of the above-named employee. The employee named above, who is requesting a voluntary layoff, is aware of the rights and obligations associated with such layoff and freely waives any and all rights to appeal the selection for layoff and rights to bumping to any forum.

Union Representative Signature

Date

Approval:

Agency Head or Designee

Date